

ascertain the place of the maker's residence or that of the indorser, were held good enough, though it was proved that the latter had resided for forty years near Marlboro', and had had, for many years, extensive business transactions both with banks and commercial houses in Baltimore; whence it appears that the like presumption obtains both as to maker and indorser, that the place of a date of a note, given at large, is to be taken as the place of their residence, in the absence of proof of knowledge of the holder to the contrary.

But the plaintiff is not obliged to rely solely upon the protest; and any evidence of notice to an indorser, or other circumstances attending **640** the protest may be used *to supply defects in it, but, as it would appear, not to contradict it, see *Sasscer v. Farmers' Bank*, 4 Md. 409; *Wetherall v. Garrett*, 28 Md. 450; *Wetherall v. Clagett*, 28 Md. 465.

An assignment of all the property of the maker to the indorser for his security dispenses with the necessity of presentment or demand, *Brandt v. Mickle*, 28 Md. 436. So, as to bills of exchange, notice of non-payment or non-acceptance is not necessary, where the drawer, at the time when presentment is to be made, has no effects in the hands of the drawee, or having had such has withdrawn them, or had no such expectation of its payment when he drew the bill, as would induce a merchant of common prudence or ordinary regard for his commercial credit to draw such a bill, *Eichelberger v. Finley*, 7 H. & J. 381; *Cathell v. Goodwin*, 1 H. & J. 468. But if the drawee has something equivalent to effects, or is under an express or implied agreement to accept and pay, notice must be given, *Orear v. Berkeley*, 9 Gill, 350. And the insolvency of the drawee is no excuse for neglect on the part of the holder to make the demand and give notice of non-payment, *ibid.* "The case of an indorser of a bill of exchange, however, stands on a different footing from that of a drawer. He is in the nature of a surety or guarantor of its payment, and is presumed to know nothing of the arrangement between the drawer and the drawee. He is *prima facie* entitled to notice. It is not enough to exempt him that the bill is drawn without value, and that the drawer has no effects in the hands of the drawee. If he indorses to the holder without value or effects in the hands of prior parties, *non constat* that he is not entitled to notice, for he may have indorsed for the accommodation of others, in which case it is now clearly established that he has a right to notice, because, on payment, he may recover over against those persons," *per Parke B.* in *Carter v. Flower*, 16 M. & W. 743. But in case of a note drawn for the accommodation of an indorser he is not entitled to notice of non-payment, for the drawer is not answerable over to him on his payment, *Clopper v. Union Bank*, 7 H. & J. 102.

As to when a note is payable when it falls due on Sunday or other great festival, see *ante* the note to 29 Car. 2, c. 7.¹⁴

¹⁴ See note 6 to that Statute.